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RECORDATION NO. _____ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

RAILROAD EQUIPMENT LEASE

Between

BETHLEHEM STEEL CORPORATION

Lessor

And

TRAILER TRAIN COMPANY

Lessee

15. Default. In the event of any failure at any time on the part of the Lessee to comply with any of the terms and conditions contained in Article 1 through 13 hereof, the Lessee, at the election of the Lessor, which election shall be evidenced by notice thereof in writing given by the Lessor to the Lessee, shall be obligated to purchase and pay for all of the Cars subject to this agreement within five (5) days after the receipt of such notice (unless within such five-day period such default shall have been cured) in accordance with all the terms and conditions contained in this agreement with respect to purchase of the Cars other than the date for purchase set forth in Article 14 hereof.

In the event of any default by the Lessee in respect of any of its obligations under the terms of this agreement, the term of this Lease shall immediately cease and terminate and the Lessor may, without any notice or demand, take or cause to be taken immediate possession of the Cars, and, in such event, all the Lessee's rights in the Cars will thereupon terminate; provided however, that such retaking shall not be deemed a waiver of the Lessor's right to receive the full purchase price of the Cars or of any other rights or remedies conferred upon the Lessor by this agreement or by law, and provided, further, that in the event of such retaking and thereafter of the payment by Lessee of the purchase price, together with a sum equivalent to the costs and expenses, including attorneys' fees, incurred by the Lessor in such retaking, and the making good of all defaults hereunder, the Lessor at the time of such payment shall deliver the Cars to the Lessee in the condition they were in when retaken and by appropriate instrument or instruments transfer to the Lessee

title to and property in the Cars free and clear of all liens and encumbrances. In the event that the payment of the full purchase price is not made by the Lessee to the Lessor within ten days after the date when payment is due, the Lessor, at its option, may within a reasonable time thereafter, sell the Cars, in which event the Lessee's rights in the Cars shall cease and terminate and its obligations to pay the Lessor the full amount of the purchase price, plus a sum equivalent to the costs and expenses incurred by the Lessor in retaking the Cars, shall be reduced by an amount equal to the net proceeds of sale of the Cars. As used in this Article 15, the term "purchase price" includes the rent payable pursuant to Article 1, hereof.

16. Payments by Lessee. The payments provided for in this agreement shall be made by the Lessee in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public or private debts.

17. Survival of Guarantees, Warranties and Indemnities. The warranties and indemnities provided for in Articles 7, 8, 9 and 10, hereof (except as may be otherwise specified therein) shall survive the termination of the Lease hereunder for any reason and the full payment of the purchase price by the Lessee.

18. Extension Not a Waiver. Any extension of time granted by the Lessor to the Lessee for the payment of any sum due under this agreement, or for the performance of any other obligation hereunder, shall not be deemed a waiver of any of the rights and remedies of the Lessor hereunder or otherwise existing.

19. Notice. Any notice hereunder to the Lessee shall be deemed to be properly served if delivered or mailed to the Lessee at 300 South Wacker Drive, Chicago, Illinois, or at such other address as may have been furnished in writing to the Lessor by the Lessee. Any notice to Bethlehem Steel Corporation shall be deemed to be properly served if delivered or mailed to Bethlehem Steel Corporation at Bethlehem, Pennsylvania, or at such other address as may have been furnished in writing to the Lessee by Bethlehem Steel Corporation. Any notice hereunder to any assignee of Bethlehem Steel Corporation or of the Lessee shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Lessor or the Lessee, as the case may be, by such assignee.

20. Execution of Counterparts. This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together will constitute but one and the same agreement, which will be sufficiently evidenced by any such original counterpart.

21. Article Headings. All article headings are inserted for convenience only and will not affect any construction or interpretation of this agreement.

22. Modification of Agreement. No variation or modification of this Railroad Equipment Lease and no waiver of any of its provisions or conditions will be valid unless in writing and signed by the duly authorized officers of the Lessor and the Lessee.

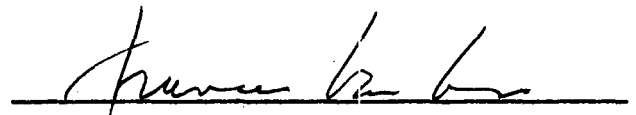
23. Supplement. Upon the execution and delivery by the parties hereto of a supplemental agreement, and the recordation thereof as provided for in

Article 13 of this Lease, this Lease may be supplemented from time to time to include additional railroad flat cars. Any such additional railroad flat cars will become subject to the terms and conditions of this lease.

IN WITNESS WHEREOF, Bethlehem Steel Corporation has caused these presents to be executed and its seal to be affixed by its duly elected and authorized officers pursuant to lawful authority; and Trailer Train Company has caused these presents to be executed and its seal to be affixed by its duly authorized officers pursuant to lawful authority, all as of the day, month and year set forth in section 1 of Schedule A, attached hereto.

BETHLEHEM STEEL CORPORATION

BY



VICE PRESIDENT

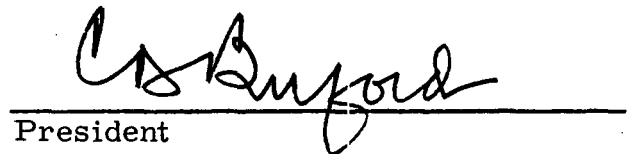
ATTEST:



ASSISTANT SECRETARY

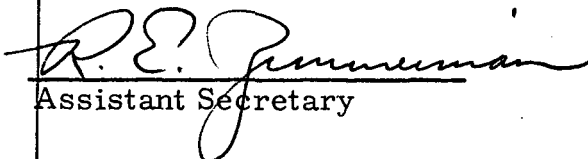
TRAILER TRAIN COMPANY

BY



President

ATTEST:



Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA (
 (SS
COUNTY OF ~~NORTHAMPTON~~ LEHIGH (

On this , st day of February, 1973 , before me personally appeared FRANCIS VAN NUYS , to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of Bethlehem Steel Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

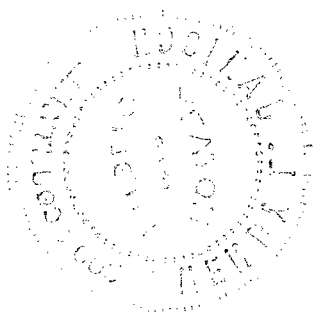
Evelyn P. Weeks

NOTARY PUBLIC
My Commission Expires
City of Bethlehem
Lehigh County
October 13, 1974

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 30th day of January, 1973 before me personally appeared C. D. Buford to me personally known, who, being by me duly sworn, says that he is President of Trailer Train Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Grady L. Janisch
My Commission Expires Feb. 17, 1975



SCHEDULE A TO
RAILROAD EQUIPMENT LEASE
BETWEEN BETHLEHEM STEEL CORPORATION
AND TRAILER TRAIN COMPANY, LESSEE

SECTION 1

Date of Lease:

January 30, 1973

SECTION 2

Car Descriptions and Numbers:

(80) 89'4" Standard level container flat cars, without components except hydraulic draft gears, container pedestals and couplers to be numbered 977000 to 977079, both inclusive.

SECTION 3

Date by Which Purchase of Cars Must Be Made:

July 31, 1973

SECTION 4

Price of Cars:

(80) 89'4" Standard level container flat cars, without components except hydraulic draft gears, container pedestals and couplers to be numbered 977000 to 977079, both inclusive, shall be purchased at \$20,680.00 each.

SECTION 5

Contract Number:

6072-B dated December 4, 1972, supplemented January 8, 1973.

CERTIFICATE OF ACCEPTANCE
UNDER RAILROAD EQUIPMENT LEASE

TO: BETHLEHEM STEEL CORPORATION

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated January 30, 1973 between you, as Manufacturer, and the Lessee do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee and under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards of the Association of American Railroads. The execution of this certificate will in no way relieve the Manufacturer of its duty or decrease its responsibility (i) to produce and deliver the railroad equipment indicated above in accordance with the terms of the Purchase Agreement, and (ii) in respect of its warranty in the Lease of Railroad Equipment, be of good workmanship, constructed with quality materials, and be free of defects.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of the Railroad Equipment Lease dated January 30, 1973 between Bethlehem Steel Corporation and the Company:

Type of Cars:

Number of Units:

Place Accepted:

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY AGREEMENT
FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY